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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DONA RAWSON, an individual,

Plaintiff,

v.

MONSANTO COMPANY, a Delaware
corporation; and DOES 1-50,

Defendants.

Case No. _____

[Request transfer to MDL No. 2741]

COMPLAINT FOR DAMAGES:

1. Strict Products Liability – Design Defect
2. Strict Products Liability – Failure to Warn
3. Negligence
4. Breach of Express Warranties
5. Breach of Implied Warranties

DEMAND FOR JURY TRIAL

1 Plaintiff Dona Rawson (“Mrs. Rawson” or “Plaintiff”), by and through her
2 undersigned attorneys, hereby alleges upon personal knowledge with respect to her
3 own acts, and upon information and belief as to all other matters, as follows:
4

5 **STATEMENT OF THE CASE**

6 1. Mrs. Rawson brings this suit for damages as a direct and proximate
7 result of Defendants’ negligent and wrongful conduct in connection with the design,
8 development, manufacturing, testing, packaging, promoting, marketing,
9 advertising, distribution, labeling, and/or sale of the herbicide Roundup®, which
10 contains the active ingredient glyphosate.
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13 2. Mrs. Rawson owns a landscaping business and has been a landscaper
14 for over thirty years. During that time period, Mrs. Rawson regularly purchased and
15 used Roundup® and/or other of Defendants’ glyphosate-containing products
16 (“Roundup”). Indeed, Mrs. Rawson has receipts and purchase records detailing her
17 regular purchasing of Roundup.
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20 3. In 1970, Defendant Monsanto discovered the herbicidal properties of
21 glyphosate and by 1974 had begun using it in its products by 1974, marketing it
22 under the brand name Roundup. Roundup is a non-selective herbicide used to kill
23 weeds that commonly compete with the growing of crops. By 2001, glyphosate had
24 become the most-used active ingredient in American agriculture, with 85–90 million
25 pounds used annually. That figure grew to 185 million pounds by 2007.
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1 4. Defendant Monsanto has consistently represented Roundup as being
2 safe to humans and the environment since it began selling the herbicide. Indeed,
3 Monsanto has proclaimed—and continues to proclaim, particularly to United States
4 consumers—that glyphosate-based herbicides, including Roundup, create no
5 unreasonable risks to human health or to the environment. This is untrue. Before
6 glyphosate was first approved by the Environmental Protection Agency (“EPA”),
7 Monsanto knew that glyphosate could pose significant risks to human health,
8 including a risk of causing cancer. This lawsuit seeks to hold Monsanto accountable
9 for that misconduct and for the damages that misconduct caused Mrs. Rawson.
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12 5. In November of 2009, Mrs. Rawson was diagnosed with leukemia.
13

14 6. Mrs. Rawson maintains that Roundup and/or glyphosate is defective,
15 dangerous to human health, unfit and unsuitable to be marketed and sold in
16 commerce, and lacked proper warnings and directions as to the dangers associated
17 with its use. Mrs. Rawson further maintains that Roundup and/or glyphosate are
18 direct and proximate causes of her leukemia.
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20

21 7. Mrs. Rawson is not alone in maintaining that Roundup and/or
22 glyphosate is dangerous to human health. The International Agency for Research on
23 Cancer (“IARC”), an organization within the World Health Organization (“WHO”),
24 conducted an exhaustive analysis on the toxicity of glyphosate. The IARC, which
25 has already reviewed hundreds of other chemical agents, convened a panel of
26 seventeen renowned scientists from eleven countries, specifically screened to avoid
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1 potential conflicts of interest, to conduct a systematic review of all publicly
2 available information about glyphosate. The year-long study resulted in the
3 publication of an IARC Monograph—the authoritative standard for cancer hazard
4 assessment around the world. The IARC classified glyphosate as a Group 2A
5 hazard, meaning it is a probable human carcinogen—the second highest hazard
6 rating. Additionally, the IARC concluded there was a positive association between
7 glyphosate exposure and leukemia. As a result of the IARC’s study of glyphosate,
8 the State of California’s Office of Environmental Health Hazard Assessment
9 (“OEHHA”) has decided to list glyphosate as an agent “known to the state to cause
10 cancer” under Proposition 65.¹

14 8. Moreover, California juries in multiple trials in the past two years have
15 already found in favor of plaintiffs who were injured by Roundup. Those juries
16 found Defendants liable for a combined hundreds of millions of dollars.

18 9. The sad reality is that Mr. Rawson’s injuries—like those affecting
19 thousands of similarly situated victims across the country—were avoidable.

21 **THE PARTIES**

22 10. Plaintiff Dona Rawson is a natural person and at all relevant times a
23 resident and citizen of Los Angeles County, California. Mrs. Rawson owns a
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25 ¹ On February 26, 2018, the U.S. District Court for the Eastern District of
26 California denied Monsanto’s motion for a preliminary injunction enjoining
27 California from listing glyphosate as a chemical known to the State of
28 California to cause cancer.

1 landscaping business and has been a landscaper for over 30 years. Mrs. Rawson
2 brings this action for personal injuries sustained by exposure to Roundup containing
3 the active ingredient glyphosate. As a direct and proximate result of being exposed
4 to Roundup, Mrs. Rawson developed leukemia.
5

6 11. “Roundup” refers to all formulations of Defendants’ Roundup products,
7 including, but not limited to, Roundup Concentrate Poison Ivy and Tough Brush
8 Killer 1, Roundup Custom Herbicide, Roundup D-Pak herbicide, Roundup Dry
9 Concentrate, Roundup Export Herbicide, Roundup Fence & Hard Edger 1, Roundup
10 Garden Foam Weed & Grass Killer, Roundup Grass and Weed Killer, Roundup
11 Herbicide, Roundup Original 2k Herbicide, Roundup Original II Herbicide,
12 Roundup Pro Concentrate, Roundup Prodry Herbicide, Roundup Promax, Roundup
13 Quik Stik Grass and Weed Killer, Roundup Quikpro Herbicide, Roundup Rainfast
14 Concentrate Weed & Grass Killer, Roundup Rainfast Super Concentrate Weed &
15 Grass Killer, Roundup Ready-to-Use Extended Control Weed & Grass Killer 1 Plus
16 Weed Preventer, Roundup Ready-to-Use Weed & Grass Killer, Roundup Ready-to-
17 Use Weed and Grass Killer 2, Roundup Ultra Dry, Roundup Ultra Herbicide,
18 Roundup Ultramax, Roundup VM Herbicide, Roundup Weed & Grass Killer
19 Concentrate, Roundup Weed & Grass Killer Concentrate Plus, Roundup Weed &
20 Grass killer Ready-to-Use Plus, Roundup Weed & Grass Killer Super Concentrate,
21 Roundup Weed & Grass Killer 1 Ready-to-Use, Roundup WSD Water Soluble Dry
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1 Herbicide Deploy Dry Herbicide, and/or any other formulation containing the active
2 ingredient glyphosate.

3
4 12. Defendant MONSANTO COMPANY (“Monsanto”) is a Delaware
5 corporation, California Secretary of State Entity No. C2362863, in “active” status,
6 with a principle place of business in St. Louis, Missouri.

7
8 13. Upon information and belief, Defendants DOES 1-50 are subsidiaries,
9 partners, or other entities that were involved in the design, development,
10 manufacturing, testing, packaging, promoting, marketing, advertising, distribution,
11 labeling, and/or sale of the herbicide Roundup, containing the active ingredient
12 glyphosate. The identities of DOES 1-50 are unknown to Mrs. Rawson at this time.
13 Mrs. Rawson will move the Court to specifically name DOES 1-50 as their identities
14 become known to her.
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17 14. Defendants advertise and sell goods—specifically, Roundup—in Los
18 Angeles County, California.

19
20 15. Defendants engaged in the business of designing, developing,
21 manufacturing, testing, packaging, marketing, distributing, labeling, and/or selling
22 Roundup.

23
24 16. Defendants are authorized to do business in California. They derive
25 substantial income and revenue from doing business in this state and from goods
26 and products used in the State of California.
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1 district. Furthermore, Defendants sell, market, and/or distribute Roundup within the
2 Central District of California. Also, a substantial part of the acts and/or omissions
3 giving rise to these claims occurred within this district.
4

5 **TOLLING OF THE STATUTE OF LIMITATIONS**

6 24. Mrs. Rawson has suffered an illness that has a latency period and does
7 not arise until years after exposure. Mrs. Rawson had no way of knowing about the
8 risk of serious illness associated with the use of and/or exposure to Roundup and
9 glyphosate until made aware that her illnesses, including leukemia, could be caused
10 by the use of and/or exposure to Roundup. The discovery rule applies, and the
11 statute of limitations was tolled until Mrs. Rawson knew or had reason to know that
12 her illnesses, including leukemia, were linked to her use of and/or exposure to
13 Roundup. Indeed, leukemia was only recently linked to the use of and/or exposure
14 to Roundup.
15

16 25. Within the time period of any applicable statute of limitations, Mrs.
17 Rawson could not have discovered through the exercise of reasonable diligence that
18 exposure to Roundup and glyphosate is injurious to human health.
19

20 26. Mrs. Rawson did not discover and did not know of facts that would
21 cause a reasonable person to suspect the risk associated with the use of and/or
22 exposure to Roundup and glyphosate, nor would a reasonable and diligent
23 investigation by Mrs. Rawson have disclosed that Roundup and glyphosate would
24 cause Mrs. Rawson's illnesses.
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1 27. The expiration of any applicable statute of limitations has been
2 equitably tolled by reason of Defendants' fraudulent misrepresentations, fraudulent
3 concealment, and fraudulent conduct. Through affirmative misrepresentations and
4 omissions, Defendants actively concealed from Mrs. Rawson the true risks
5 associated with the use of and/or exposure to Roundup. In fact, to this very day,
6 Defendants continue to actively conceal the true risks associated with the use of
7 and/or exposure to Roundup and maintain that Roundup is not injurious to human
8 health.
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12 28. As a result of Defendants' actions, Mrs. Rawson could not reasonably
13 have known or learned through reasonable diligence (i) that she had been exposed to
14 the risks alleged herein or (ii) that those risks were the direct and proximate result of
15 Defendants' acts and omissions.
16

17 29. Defendants are estopped from relying on any statute of limitations
18 because of their concealment of the truth regarding the Roundup's safety.
19 Defendants had a duty to disclose the true character, quality, and nature of Roundup,
20 because this was non-public information over which Defendants continue to have
21 exclusive control. Defendants knew that this information was not available to Mrs.
22 Rawson, Mrs. Rawson's medical providers, and/or Mrs. Rawson's health facilities,
23 yet Defendants failed to disclose the information to the public (including Mrs.
24 Rawson).
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1 35. Glyphosate is a broad-spectrum herbicide used to kill weeds and
2 grasses known to compete with commercial crops grown around the globe.

3
4 36. Glyphosate is a “non-selective” herbicide, meaning it kills
5 indiscriminately based only on whether a given organism produces a specific
6 enzyme, 5-enolpyruvylshikimic acid-3-phosphate synthase, known as EPSP
7 synthase.
8

9 37. Glyphosate inhibits the enzyme 5-enolpyruvylshikimic acid-3-
10 phosphate synthase—which interferes with the shikimic pathway in plants—
11 resulting in the accumulation of shikimic acid in plant tissue and ultimately plant
12 death.
13

14 38. Sprayed as a liquid, plants absorb glyphosate directly through their
15 leaves, stems, and roots, and detectable quantities accumulate in the plant tissues.
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17 39. Each year, approximately 250 million pounds of glyphosate are sprayed
18 on crops, commercial nurseries, suburban lawns, parks, and golf courses.
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20 40. For approximately 40 years, consumers around the world, including
21 landscapers such as Mrs. Rawson, have used Roundup, containing glyphosate,
22 without knowing the dangers it poses to users. That is because—when Monsanto
23 first introduced Roundup—Monsanto touted glyphosate as a technological
24 breakthrough capable of killing almost every weed without causing harm either to
25 people or to the environment.
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1 41. This was untrue. According to the WHO, the main chemical ingredient
2 of Roundup— glyphosate—is a probable carcinogen. Monsanto assured the public
3 that Roundup was harmless. In order to prove this, Monsanto championed falsified
4 data and attacked legitimate studies exposing glyphosate’s dangers. Monsanto
5 orchestrated a prolonged campaign of disinformation to convince government
6 agencies and the general population that Roundup was safe. As a result of this
7 deception, the public has been exposed to a carcinogen, while Monsanto and
8 Defendants have made billions of dollars.

11 **I. Registration of Herbicides**

12 42. The manufacture, formulation, and distribution of herbicides such as
13 Roundup are regulated under the Federal Insecticide, Fungicide, and Rodenticide
14 Act (“FIFRA”), 7 U.S.C. §§ 136 *et seq.* FIFRA requires that all pesticides be
15 registered with the EPA prior to distribution, sale, or use, except as otherwise
16 described by the Act. 7 U.S.C. § 136a(a).

17 43. Because herbicides are toxic to plants, animals, and humans, at least to
18 some degree, the EPA requires among other things that, as part of the registration
19 process, a variety of tests be undertaken to evaluate herbicides’ potential for
20 exposure, toxicity (to people and to other potential non-target organisms), and other
21 adverse effects on the environment. Registration by the EPA, however, is not an
22 assurance or finding of safety. The EPA does not deem certain products “safe,” but
23 instead deems only that use of a product in accordance with its label directions “will
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1 not generally cause unreasonable adverse effects on the environment.” 7 U.S.C. §
2 136a(c)(5)(D).
3

4 44. FIFRA defines “unreasonable adverse effects on the environment” to
5 mean “any unreasonable risk to man or the environment, taking into account the
6 economic, social, and environmental costs and benefits of the use of any pesticide.”
7 7 U.S.C. § 136(bb). FIFRA thus requires the EPA to make a risk/benefit analysis in
8 determining whether a registration should be granted or a product allowed to
9 continue to be sold in commerce.
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12 45. FIFRA generally requires that the registrant—Monsanto, in the case of
13 Roundup—conduct the health and safety testing of herbicide/pesticide products.
14 The EPA has protocols governing the conduct of tests required for registration and
15 the laboratory practices that must be followed in conducting those tests. The data
16 produced by the registrant must be submitted to the EPA for review and evaluation.
17 The government is not required—nor is it able—to perform the tests that are
18 required of the manufacturer/registrant.
19
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21 46. The evaluation of each herbicide/pesticide product distributed, sold, or
22 manufactured is completed at the time the product is initially registered. The data
23 necessary for registration of a pesticide has changed over time. The EPA currently
24 is in the process of re-evaluating all pesticide products through a congressionally-
25 mandated process called “re-registration.” 7 U.S.C. § 136a-1. In order to reevaluate
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1 these products, the EPA is demanding the completion of additional tests and the
2 submission of data for the EPA's review and evaluation.

3
4 47. In the case of glyphosate, the EPA planned on releasing its preliminary
5 risk assessment—in relation to the re-registration process—no later than July 2015.
6 The EPA completed its review of glyphosate in early 2015, but it delayed releasing
7 the risk assessment pending further review in light of the WHO's health-related
8 findings.
9

10 48. In April 2016, the EPA posted a risk assessment of glyphosate on its
11 website and then immediately retracted it. The EPA subsequently indicated that the
12 posting was inadvertent, that the document posted was not the EPA's final
13 assessment or even a preliminary one, and that the EPA intended to issue a final
14 report by the end of 2016.
15
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17 **II. Scientific Fraud Underlying the Marketing and Sale of** 18 **Glyphosate/Roundup** 19

20 49. Based on early studies that glyphosate could cause cancer in laboratory
21 animals, the EPA originally classified glyphosate as possibly carcinogenic to
22 humans (Group C) in 1985. After pressure from Monsanto, including contrary
23 studies it provided to the EPA, the EPA changed its classification to evidence of
24 non-carcinogenicity in humans (Group E) in 1991. In so classifying glyphosate,
25 however, the EPA stated that "[i]t should be emphasized, however, that designation
26 of an agent in Group E is based on the available evidence at the time of evaluation
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1 and should not be interpreted as a definitive conclusion that the agent will not be a
2 carcinogen under any circumstances.”
3

4 50. On two occasions, the EPA found that laboratories hired by Monsanto
5 to test the toxicity of its Roundup products for registration purposes committed
6 fraud.
7

8 51. In the first instance of fraud, Monsanto hired Industrial Bio-Test
9 Laboratories (“IBT”) to perform and evaluate pesticide toxicology studies relating to
10 Roundup. IBT performed approximately 30 tests on glyphosate and glyphosate-
11 containing-products, including 9 of the 15 residue studies needed to register
12 Roundup with the EPA.
13

14 52. In 1976, the Food and Drug Administration (“FDA”) performed an
15 inspection of IBT and discovered discrepancies between the raw data and the final
16 report relating to the toxicological impacts of glyphosate. The EPA subsequently
17 audited IBT and determined that the toxicology studies conducted for the Roundup
18 were invalid. An EPA reviewer stated, after finding “routine falsification of data” at
19 IBT, that it was “hard to believe the scientific integrity of the studies when they said
20 they took specimens of the uterus from male rabbits.”
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24 53. In 1983, three top executives of IBT were convicted of fraud.

25 54. In the second incident of data falsification, Monsanto hired Craven
26 Laboratories in 1991 to perform pesticide and herbicide studies, including several
27 studies on Roundup. That same year, the owner of Craven Laboratories and three of
28

1 its employees were indicted—and later convicted—of fraudulent laboratory
2 practices in the testing of pesticides and herbicides.
3

4 **III. Monsanto's Market Dominance**

5 55. The success of Roundup was key to Defendants' continued reputation
6 and dominance in the marketplace. Largely due to the success of Roundup sales,
7 Monsanto's Agriculture division was outperforming its Chemicals division in
8 operating income, and that gap increased yearly. But with its patent for glyphosate
9
10 expiring in the United States in the year 2000, Monsanto needed a strategy to
11 maintain its Roundup market dominance and to ward off impending competition.
12

13 56. In response, Monsanto began the development and sale of genetically
14 engineered "Roundup Ready" seeds in 1996. Since Roundup Ready crops are
15 resistant to glyphosate, farmers can spray Roundup onto their fields during the
16 growing season without harming the crop. This allowed Monsanto to expand its
17 market for Roundup even further. By 2000, Monsanto's biotechnology seeds were
18 planted on more than 80 million acres worldwide and nearly 70% of American
19 soybeans were planted from Roundup Ready seeds. It also secured Monsanto's
20 dominant share of the glyphosate/Roundup market through a marketing strategy that
21 coupled proprietary Roundup Ready seeds with continued sales of its Roundup
22 herbicide.
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1 57. Through a three-pronged strategy of increased production, decreased
2 prices and by coupling with Roundup Ready seeds, Roundup became Monsanto's
3 most profitable product. In 2000, Roundup accounted for almost \$2.8 billion in
4 sales, outselling other herbicides by a margin of five to one, and accounting for
5 close to half of Monsanto's revenue. Today, glyphosate remains one of the world's
6 largest herbicides by sales volume.
7
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10 **IV. Monsanto Knew for Decades That It Was Falsely Advertising**
11 **Glyphosate/Roundup As Safe**

12 58. In 1996, the New York Attorney General (the "NYAG") filed a lawsuit
13 against Monsanto based on its false and misleading advertising of Roundup
14 products. Specifically, the lawsuit challenged Monsanto's general representations
15 that its spray-on glyphosate-based herbicides, including Roundup, were "safer than
16 table salt" and "practically non-toxic" to mammals, birds, and fish. Among the
17 representations the NYAG found deceptive and misleading about the human and
18 environmental safety of Roundup are:
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21 a. "Remember that environmentally friendly Roundup herbicide is
22 biodegradable. It won't build up in the soil so you can use Roundup with
23 confidence along customers' driveways, sidewalks and fences."
24

25 b. "And remember that Roundup is biodegradable and won't build
26 up in the soil. That will give you the environmental confidence you need to use
27 Roundup everywhere you've got a weed, brush, edging or trimming problem."
28

- 1 c. “Roundup biodegrades into naturally occurring elements.”
- 2 d. “Remember that versatile Roundup herbicide stays where you put
- 3
- 4 it. That means there’s no washing or leaching to harm customers’ shrubs or other
- 5 desirable vegetation.”
- 6 e. “This non-residual herbicide will not wash or leach in the soil. It
- 7
- 8 ... stays where you apply it.”
- 9 f. You can apply Roundup with “confidence because it will stay
- 10 where you put it, it bonds tightly to soil particles, preventing leaching. Then, soon
- 11 after application, soil microorganisms biodegrade Roundup into natural products.
- 12
- 13 g. “Glyphosate is less toxic to rats than table salt following acute
- 14 oral ingestion.”
- 15
- 16 h. “Glyphosate’s safety margin is much greater than required. It has
- 17 over a 1,000-fold safety margin in food and over a 700- fold safety margin for
- 18 workers who manufacture it or use it.”
- 19
- 20 i. “You can feel good about using herbicides by Monsanto. They
- 21 carry a toxicity category rating of ‘practically non-toxic’ as it pertains to mammals,
- 22 birds and fish.”
- 23
- 24 j. “Roundup can be used where kids and pets will play and breaks
- 25 down into natural material.” This ad depicts a person with his head in the ground
- 26 and a pet dog standing in an area that has been treated with Roundup.
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1 59. On November 19, 1996, Monsanto entered into an Assurance of
2 Discontinuance with the NYAG, in which Monsanto agreed, among other things, “to
3 cease and desist from publishing or broadcasting any advertisements [in New York]
4 that represent, directly or by implication” that:
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6 a. glyphosate-containing pesticide products or any component
7 thereof are safe, non-toxic, harmless or free from risk;
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9 b. glyphosate-containing pesticide products or any component
10 thereof manufactured, formulated, distributed or sold by Monsanto are
11 biodegradable;
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13 c. glyphosate-containing pesticide products or any component
14 thereof stay where they are applied under all circumstances and will not move
15 through the environment by any means;
16

17 d. glyphosate-containing pesticide products or any component
18 thereof are “good” for the environment or are “known for their environmental
19 characteristics”;
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21 e. glyphosate-containing products or any component thereof are
22 safer or less toxic than common consumer products other than herbicides; and,
23

24 f. glyphosate-containing products or any component thereof might
25 be classified as “practically non-toxic.”
26

27 60. Monsanto did not alter its advertising in the same manner in any state
28 other than New York and, on information and belief, still has not done so today.

1 61. In 2009, France’s highest court ruled that Monsanto had not told the
2 truth about the safety of Roundup. The French court affirmed an earlier judgment
3 that Monsanto had falsely advertised its herbicide Roundup as “biodegradable” and
4 that it “left the soil clean.”
5

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7 **V. Assessments of Glyphosate and Roundup**

8 62. IARC was created in 1965 as the specialized cancer agency of the
9 World Health Organization with support of the United States. IARC promotes
10 international collaboration in cancer research, “bringing together skills in
11 epidemiology, laboratory sciences, and biostatistics to identify the causes of
12 cancer[.]”
13
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15 63. IARC is transparent. The minutes and documents presented at its
16 council meetings are publicly available and, thus, are subject to scientific scrutiny.
17 Starting in 1971, IARC began assessing whether various chemicals were
18 carcinogenic through the Monograph program. The IARC process for the
19 classification of glyphosate followed the stringent procedures for the evaluation of a
20 chemical agent. Over time, the IARC Monograph program has reviewed 980
21 agents. Of those reviewed, it has determined 116 agents to be Group 1 (Known
22 Human Carcinogens); 73 agents to be Group 2A (Probable Human Carcinogens);
23 287 agents to be Group 2B (Possible Human Carcinogens); 503 agents to be Group
24 3 (Not Classified); and one agent to be Probably Not Carcinogenic.
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1 64. The established procedure for IARC Monograph evaluations is
2 described in the IARC Programme's Preamble. Evaluations are performed by
3 panels of international experts, selected on the basis of their expertise and the
4 absence of actual or apparent conflicts of interest.
5

6 65. A year before the Monograph meeting, the meeting is announced and
7 there is a call both for data and for experts. Eight months before the Monograph
8 meeting, the Working Group membership is selected, and the sections of the
9 Monograph are developed by the Working Group members. One month prior to the
10 Monograph meeting, the call for data is closed, and the various draft sections are
11 distributed among Working Group members for review and comment. Finally, at
12 the Monograph meeting, the Working Group finalizes review of all literature,
13 evaluates the evidence in each category, and completes the overall evaluation.
14 Within two weeks after the Monograph meeting, the summary of the Working
15 Group findings are published in Lancet Oncology, and within a year after the
16 meeting, the final Monograph is finalized and published.
17

18 66. In assessing an agent, the IARC Working Group reviews the following
19 information: (a) human, experimental, and mechanistic data; (b) all pertinent
20 epidemiological studies and cancer bioassays; and (c) representative mechanistic
21 data. The studies must be publicly available and have sufficient detail for
22 meaningful review, and reviewers cannot be associated with the underlying study.
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1 67. In March 2015, IARC reassessed glyphosate. The summary published
2 in The Lancet Oncology reported that glyphosate is a Group 2A agent and probably
3 carcinogenic in humans.
4

5 68. On July 29, 2015, IARC issued its Monograph for glyphosate,
6 Monograph 112.
7

8 69. For Volume 112, the volume that assessed glyphosate, the Working
9 Group consisted of seventeen experts from eleven countries who met from March 3–
10 10, 2015 to assess the carcinogenicity of certain herbicides, including glyphosate.
11 Among the members were Lauren Zeise, Ph.D., of the California Environmental
12 Protection Agency, Matthew T. Martin, Ph.D., a scientist with the U.S.
13 Environmental Protection Agency, and Gloria D. Jahnke, D.V.M., D.A.B.T., of the
14 National Institute of Environmental Health Sciences.
15
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17 70. The March meeting culminated after a nearly one-year review and
18 preparation by the IARC Secretariat and the Working Group, including a
19 comprehensive review of the latest available scientific evidence. According to
20 published procedures, the Working Group considered “reports that have been
21 published or accepted for publication in the openly available scientific literature” as
22 well as “data from governmental reports that are publicly available.”
23
24

25 71. The studies considered the various exposure groups, including
26 occupational exposure of farmers and tree nursery workers in the United States,
27
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1 forestry workers in Canada and Finland, municipal weed-control workers in the
2 United Kingdom, and para-occupational exposure in farming families.

3
4 72. Glyphosate was identified as the second-most used household herbicide
5 in the United States for weed control between 2001 and 2007 and the most heavily
6 used herbicide in the world in 2012.

7
8 73. Exposure pathways are identified as air (especially during spraying),
9 water, and food. Community exposure to glyphosate is widespread and found in
10 soil, air, surface water, and groundwater, as well as in food.

11
12 74. The assessment of the IARC Working Group identified several case
13 control studies of occupational exposure in the United States, Canada, and Sweden.
14 These studies showed a human health concern from agricultural and other work-
15 related exposure to glyphosate.

16
17 75. The IARC Working Group conducted a systematic review of over 15
18 studies designed to assess whether there was an association between Roundup
19 exposure in agricultural workers and Non-Hodgkin Lymphoma (“NHL”). The
20 researchers reviewed each study, identified the results and assessed each study’s
21 strengths and weaknesses. The IARC Working Group concluded that cancers most
22 associated with glyphosate exposure included, among others, NHL and leukemia.
23

24
25 76. Overall, nine epidemiological studies showed positive associations
26 between glyphosate and NHL, with several studies showing statistically significant
27 relative risks of NHL exceeding 2.0 and even 3.0.
28

1 77. In male CD-1 mice, glyphosate induced a positive trend in the
2 incidence of a rare tumor, renal tubule carcinoma. A second study reported a
3 positive trend for haemangiosarcoma in male mice. Glyphosate increased pancreatic
4 islet-cell adenoma in male rats in two studies. A glyphosate formulation promoted
5 skin tumors in an initiation-promotion study in mice.
6

7
8 78. The IARC Working Group also found that glyphosate caused DNA and
9 chromosomal damage in human cells. One study in community residents reported
10 increases in blood markers of chromosomal damage (micronuclei) after glyphosate
11 formulations were sprayed. In assessing glyphosate's genotoxicity (the property of
12 chemical agents that damages the genetic information within a cell causing
13 mutations, which may lead to cancer), the IARC Working Group concluded "[t]here
14 is strong evidence that glyphosate causes genotoxicity."
15
16

17 79. Additionally, the IARC assessed whether glyphosate exposure can
18 induce oxidative stress, which is thought to be involved in the development of
19 numerous conditions, including cancer, autism, and Parkinson's disease. The IARC
20 concluded that "strong evidence exists that glyphosate ... can induce oxidative
21 stress." This is an important mechanism by which Roundup causes cancer.
22
23

24 80. In the IARC monograph for glyphosate, there is an entire section
25 devoted to exposure to humans, looking at studies examining glyphosate exposures
26 in various settings. The IARC Working Group noted that glyphosate has been
27 detected in urine of agricultural workers, indicating absorption. The IARC Working
28

1 Group specifically evaluated farm workers in the United States, and found that,
2 within the days following the application of Roundup to a crop, approximately 60%
3 of farm workers tested positive for glyphosate in the urine. Additionally, the IARC
4 Working Group noted that soil microbes degrade glyphosate into
5 aminomethylphosphoric acid (AMPA). Blood AMPA detection after exposure
6 suggests intestinal microbial metabolism in humans.
7
8

9 81. The IARC Working Group also reviewed an Agricultural Health Study,
10 consisting of a prospective cohort of 57,311 licensed pesticide applicators in Iowa
11 and North Carolina.
12

13 82. The results support an association between glyphosate exposure and
14 multiple types of leukemia in addition to several other cancers.
15

16 83. In addition to the IARC's assessment, in 2014, scientists published a
17 systematic review and meta-analysis on the relationship between NHL and
18 occupational exposure to agricultural pesticides, including glyphosate, in the
19 International Journal of Environmental Research and Public Health. The study
20 showed a statistically significant association between farm workers exposed to
21 Roundup and NHL. The study confirmed two smaller studies from 2002 and 2008,
22 published in the journal Leukemia & Lymphoma (2002) and the International
23 Journal on Cancer (2008).
24
25

26 84. Recent studies, including a glyphosate residue study published in the
27 Journal of Environmental & Analytical Toxicology in 2014, indicate that
28

1 “chronically ill humans showed significantly higher glyphosate residues in urine
2 than healthy population.” Glyphosate has been detected in the blood and urine of
3 agricultural workers, indicating that agricultural use of Roundup leads to its
4 absorption.
5

6 85. In November 2015, 96 prominent experts, including almost the whole
7 IARC team, reiterated IARC’s assessment that Roundup is probably a human
8 carcinogen.
9

10 86. In late February 2016, another 14 scientists signed a consensus
11 statement in the Environmental Health journal, saying regulatory estimates of
12 tolerable exposure levels for glyphosate were based on outdated science.
13

14 87. In June 2016, the European Union parliament refused to re-register
15 glyphosate-containing herbicides due to safety concerns.
16

17 **VI. Recent Worldwide Bans on Roundup/Glyphosate**

18 88. Several countries around the world have instituted bans on the sale of
19 Roundup and other glyphosate-containing herbicides, both before and since IARC
20 first announced its assessment for glyphosate in March 2015, and more countries
21 undoubtedly will follow suit in light of this assessment as the dangers of the use of
22 Roundup are more widely known.
23

24 89. The Netherlands issued a ban on all glyphosate-based herbicides in
25 April 2014, including Roundup, which takes effect by the end of 2015. In issuing
26
27
28

1 the ban, the Dutch Parliament member who introduced the successful legislation
2 stated: “Agricultural pesticides in user-friendly packaging are sold in abundance to
3 private persons. In garden centers, Roundup is promoted as harmless, but
4 unsuspecting customers have no idea what the risks of this product are. Especially
5 children are sensitive to toxic substances and should therefore not be exposed to it.”
6
7

8 90. The Brazilian Public Prosecutor in the Federal District requested that
9 the Brazilian Justice Department suspend the use of glyphosate.

10 91. France banned the private sale of Roundup and glyphosate following
11 the IARC assessment for Glyphosate.
12

13 92. Bermuda banned both the private and commercial sale of glyphosates,
14 including Roundup. The Bermuda government explained its ban as follows:
15 “Following a recent scientific study carried out by a leading cancer agency, the
16 importation of weed spray ‘Roundup’ has been suspended.”
17

18 93. The Sri Lankan government banned the private and commercial use of
19 glyphosates. particularly out of concern that glyphosate has been linked to fatal
20 kidney disease in agricultural workers.
21

22 94. The government of Columbia announced its ban on using Roundup and
23 glyphosate to destroy illegal plantations of coca, the raw ingredient for cocaine,
24 because of the WHO’s finding that glyphosate is probably carcinogenic.
25
26
27
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VII. Monsanto's Troubling Conduct is Exposed in Litigation

95. Discovery in the federal Roundup MDL litigation (pending in the Northern District of California) reveals Monsanto's concerning actions.

96. Recently unsealed documents show the extent to which Monsanto has been able to leverage its contacts within the EPA to protect glyphosate and Roundup from scrutiny and review. Such internal documents, including email communications, demonstrate that Jess Rowland, former Deputy Division of the EPA's OPP, and formerly the chair of the CARC (the same committee that inadvertently leaked the EPA's glyphosate report in April 2016), repeatedly and directly intervened on Monsanto's behalf. The same documents reveal that Monsanto was secure in the knowledge that it had allies within the EPA who could help Monsanto avoid a finding of the link between glyphosate and cancer. *See, e.g.,* Plaintiffs' Motion to Compel the Deposition of Jess Rowland, Exs. D, E, G *In re: Roundup Products Liability Litigation*, MDL No. 2741 (N.D. Cal., Mar. 14, 2017), ECF Nos. 189-4, 189-5, 189-7.

97. In addition, Monsanto's own chief toxicologist Donna Farmer has admitted that she cannot say that Roundup does not cause cancer because Monsanto has not performed carcinogenicity studies with the formulated product Roundup. Indeed, she further admitted that in the 35 years that Monsanto has marketed Roundup to the public, Monsanto has conducted no chronic carcinogenicity studies on the formulated Roundup product merely because EPA did not require that such

1 a study be performed for registration of glyphosate. *See* Plaintiffs' Submission in
2 Response to Pretrial Order No. 8, Ex. 7, *In re Roundup Products Liability*
3 *Litigation*, MDL No. 2741 (N.D. Cal., Mar. 14, 2017), ECF No. 187-7.
4

5 **VIII. Mrs. Rawson's Exposure to Roundup**

6 98. Mrs. Rawson used Roundup extensively while performing her
7 landscaping duties for over thirty years. Mrs. Rawson began landscaping in the Los
8 Angeles area in or around 1989. From 1989 to 1993, Mrs. Rawson used Roundup in
9 connection with her landscaping duties. In 1993, Mrs. Rawson started her own
10 landscaping business, in which she continued to use Roundup regularly. In fact,
11 Mrs. Rawson's landscaping business has purchased Roundup on a monthly basis
12 since 1993, and Mrs. Rawson used Roundup virtually every week during that time
13 period up until she became aware of the link between Roundup and her illnesses.
14 Mrs. Rawson regularly applied Roundup herself and further was frequently exposed
15 to Roundup during the course of her job duties. In addition, Mrs. Rawson has
16 receipts and purchase records detailing her regular purchasing of Roundup.
17

18 99. Mrs. Rawson was unaware of Roundup's carcinogenic properties until
19 it was far too late; she was diagnosed with leukemia in November 2009. She
20 continued to use Roundup even after her diagnosis because she was unaware of the
21 connection between Roundup and cancer, which Monsanto concealed from the
22 public. It was not until Mrs. Rawson discovered a link between Roundup and
23 leukemia in the past year that Mrs. Rawson began to investigate her claims. Before
24
25
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28

1 that time, Mrs. Rawson did not know about and did not see any information linking
2 Roundup exposure to leukemia. Indeed, Monsanto actively promoted and stated
3 (and still actively promotes and states) that Roundup was safe to humans, and thus,
4 Mrs. Rawson could not reasonably have known that her cancer was caused by
5 Monsanto's Roundup.
6

7
8 100. Upon being diagnosed with leukemia, Mrs. Rawson did inquire as to
9 what may have caused her injury with her doctors, but neither her doctors nor any
10 credible authority informed her of the association between her use of Roundup and
11 her injury. No reasonable inquiry would have discovered that Roundup was the
12 cause of her cancer.
13

14
15 **FIRST CAUSE OF ACTION**
16 **(Strict Liability—Design Defect)**
17 **(Brought Against All Defendants)**

18 101. Mrs. Rawson realleges and incorporates by reference all preceding
19 paragraphs as though fully set forth herein.

20 102. Mrs. Rawson brings this strict liability claim against Defendants for
21 defective design.
22

23 103. At all times relevant to this litigation, Monsanto engaged in the
24 business of testing, developing, designing, manufacturing, marketing, selling,
25 distributing, and promoting Roundup products—which are defective and
26 unreasonably dangerous to consumers, including Mrs. Rawson—thereby placing
27
28

1 Roundup products into the stream of commerce. These actions were under
2 Defendant Monsanto's ultimate control and supervision. At all times relevant to this
3 litigation, Monsanto designed, researched, developed, manufactured, produced,
4 tested, assembled, labeled, advertised, promoted, marketed, sold, and distributed the
5 Roundup products that were used by Mrs. Rawson as described above.
6
7

8 104. At all times relevant to this litigation, Monsanto's Roundup products
9 were manufactured, designed, and labeled in an unsafe, defective, and inherently
10 dangerous manner that was dangerous for use by or exposure to the public, and, in
11 particular, Mrs. Rawson.
12

13 105. At all times relevant to this litigation, Monsanto's Roundup products
14 reached the intended consumers, handlers, and users or other persons coming into
15 contact with these products in California and throughout the United States, including
16 Mrs. Rawson, without substantial change in their condition as designed,
17 manufactured, sold, distributed, labeled, and marketed by Monsanto.
18
19

20 106. Monsanto's Roundup products, as researched, tested, developed,
21 designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed
22 by Monsanto, were defective in design and formulation in that, when they left the
23 hands of Monsanto's manufacturers and/or suppliers, they were unreasonably
24 dangerous and dangerous to an extent beyond that which an ordinary consumer
25 would contemplate.
26
27
28

1 107. Monsanto's Roundup products, as researched, tested, developed,
2 designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed
3 by Monsanto, were defective in design and formulation in that, when they left the
4 hands of Monsanto's manufacturers and/or suppliers, the foreseeable risks exceeded
5 the alleged benefits associated with their design and formulation.
6

7
8 108. At all times relevant to this action, Monsanto knew or had reason to
9 know that its Roundup products were defective and were inherently dangerous and
10 unsafe as provided and as used in the manner instructed by Monsanto.
11

12 109. Therefore, at all times relevant to this litigation, Monsanto's Roundup
13 products, as researched, tested, developed, designed, licensed, manufactured,
14 packaged, labeled, distributed, sold, and marketed by Monsanto, were defective in
15 design and formulation, in one or more of the following ways:
16

17 a. When placed in the stream of commerce, Monsanto's Roundup
18 products were defective in design and formulation and, consequently, were
19 dangerous to an extent beyond that which an ordinary consumer would contemplate.
20

21 b. When placed in the stream of commerce, Monsanto's Roundup
22 products were unreasonably dangerous in that they were hazardous and posed a
23 grave risk of cancer and other serious illnesses when used in a reasonably
24 anticipated manner.
25
26
27
28

1 c. When placed in the stream of commerce, Monsanto's Roundup
2 products contained unreasonably dangerous design defects and were not reasonably
3 safe when used in a reasonably anticipated or intended manner.
4

5 d. Monsanto did not sufficiently test, investigate, or study its
6 Roundup products and, specifically, the active ingredient glyphosate.
7

8 e. Exposure to Roundup and glyphosate-containing products
9 presents a risk of harmful side effects that outweigh any potential utility stemming
10 from the use of the herbicide.
11

12 f. Monsanto knew or should have known at the time of marketing
13 its Roundup products that exposure to Roundup—and, specifically, its active
14 ingredient glyphosate—could result in cancer and other severe illnesses and injuries.
15

16 g. Monsanto did not conduct adequate post-marketing surveillance
17 of its Roundup products.
18

19 h. Monsanto could have employed safer alternative designs and
20 formulations.
21

22 110. Mrs. Rawson was exposed to Monsanto's Roundup products in the
23 course of spraying properties and vegetation as part of her landscaping business on a
24 weekly basis for over 30 years, as described above, without knowledge of
25 Roundup's dangerous characteristics.
26
27
28

1 111. At all times relevant to this litigation. Mrs. Rawson used and/or was
2 exposed to the use of Defendants' Roundup products in an intended or reasonably
3 foreseeable manner, without knowledge of Roundup's dangerous characteristics.
4

5 112. Mrs. Rawson could not reasonably have discovered the defects and
6 risks associated with Roundup or glyphosate before or at the time of exposure, due
7 to the Defendants' suppression of scientific information linking glyphosate to
8 cancer.
9

10 113. The harms caused by Defendants' Roundup products far outweighed
11 the benefits, rendering Defendants' products dangerous to an extent beyond that
12 which an ordinary consumer would contemplate. Defendants' Roundup products
13 were and are more dangerous than alternative products, and Defendants could have
14 designed Roundup products to make them less dangerous. Indeed, at the time
15 Defendants designed Roundup products, the state of the industry's scientific
16 knowledge was such that a less risky design or formulation was possible.
17
18
19

20 114. At the time Roundup products left Defendants' control, there was a
21 practical, technically feasible, and safer alternative design that would have
22 prevented the harms without substantially impairing the reasonably anticipated or
23 intended function of Defendants' herbicides.
24

25 115. Defendants' defective design of Roundup products was willful, wanton,
26 fraudulent, malicious, and conducted with reckless disregard for the health and
27 safety of users of the Roundup products, including Mrs. Rawson.
28

1 116. Therefore, as a result of the unreasonably dangerous condition of their
2 Roundup products, Defendants are strictly liable to Mrs. Rawson.

3
4 117. The defects in Defendants' Roundup products were substantial and
5 contributing factors in causing Mrs. Rawson's injuries. But for Defendants'
6 misconduct and omissions, Mrs. Rawson would not have sustained injuries.

7
8 118. Defendants' conduct, as described above, was reckless. Defendants
9 risked the lives of consumers of its products or others exposed to its products,
10 including Mrs. Rawson, despite Defendants' knowledge of the safety problems
11 associated with Roundup and glyphosate-containing products, which Defendants
12 suppressed from the general public. Defendants made conscious decisions not to
13 redesign, warn, or inform the unsuspecting public. Defendants' reckless conduct
14 warrants an award of punitive damages.
15

16
17 119. As a direct and proximate result of Defendants' placing their defective
18 Roundup products into the stream of commerce, and the resulting injuries, Mrs.
19 Rawson has sustained pecuniary loss including general damages in a sum which
20 exceeds the jurisdictional minimum of this Court.
21

22 120. As a proximate result of Defendants' placing their defective Roundup
23 products into the stream of commerce, as alleged herein, there was a measurable and
24 significant interval of time during which Mrs. Rawson has suffered great mental
25 anguish and other personal injury and damages.
26
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28

1 121. As a proximate result of the Defendants placing their defective
2 Roundup products into the stream of commerce, as alleged herein, Mrs. Rawson has
3 sustained loss of income and/or loss of earning capacity.
4

5 122. WHEREFORE, Mrs. Rawson respectfully requests that this Court enter
6 judgment in Plaintiff's favor for compensatory and punitive damages, together with
7 interest, costs herein incurred, attorneys' fees, and all such other or further relief as
8 this Court deems just and proper.
9

10 **SECOND CAUSE OF ACTION**
11 **(Strict Liability—Failure to Warn)**
12 **(Brought Against All Defendants)**

13 123. Mrs. Rawson realleges and incorporates by reference all preceding
14 paragraphs as though fully set forth herein.
15

16 124. Mrs. Rawson brings this strict liability claim against Defendants for
17 failure to warn.
18

19 125. At all relevant times, Defendants engaged in the business of testing,
20 developing, designing, manufacturing, marketing, selling, distributing, and
21 promoting Roundup products. Roundup products are defective and unreasonably
22 dangerous to consumers—including Mrs. Rawson—because they do not contain
23 adequate warnings or instructions concerning the dangerous characteristics of
24 Roundup and, specifically, the active ingredient glyphosate. These actions were
25 under Defendants' ultimate control and supervision. At all relevant times,
26
27
28

1 Defendants registered, researched, manufactured, distributed, marketed and sold
2 Roundup, and other glyphosate-based formulations, within California and aimed at a
3 California consumer and industrial market.
4

5 126. Defendants researched, developed, designed, tested, manufactured,
6 inspected, labeled, distributed, marketed, promoted, sold, and otherwise released
7 into the stream of commerce its Roundup products and, in the course of so doing,
8 directly advertised or marketed the products to consumers and end users, including
9 Mrs. Rawson. Therefore, Defendants had a duty to warn regarding the risks
10 associated with the use of Roundup and glyphosate-containing products.
11
12

13 127. At all relevant times, Defendants had a duty to properly test, develop,
14 design, manufacture, inspect, package, label, market, promote, sell, distribute,
15 maintain, supply, and provide proper warnings regarding their Roundup products,
16 and to take such steps as necessary to ensure their Roundup products did not cause
17 users and consumers to suffer from unreasonable and dangerous risks. Defendants
18 had a continuing duty to warn Mrs. Rawson of dangers associated with Roundup use
19 and exposure. Defendants, as manufacturers, sellers, and/or distributors of chemical
20 herbicides, are held to the knowledge of an expert in the field.
21
22
23

24 128. At the time of manufacture, Defendants could have provided warnings
25 or instructions regarding the full and complete risks of Roundup and glyphosate-
26 containing products, because they knew or should have known of the unreasonable
27 risks of harm associated with the use of or exposure to such products.
28

1 129. At all relevant times, Defendants failed and deliberately refused to
2 investigate, study, test, or promote the safety of their Roundup products, and failed
3 to minimize the dangers to users and consumers of their products and to those who
4 would foreseeably use or be harmed by Defendants' herbicides, including Mrs.
5 Rawson.
6

7
8 130. Despite the fact that Defendants knew or should have known that
9 Roundup posed a grave risk of harm, they failed to exercise reasonable care to warn
10 of the dangerous risks associated with use and exposure thereto. The dangerous
11 propensities of their products and the carcinogenic characteristics of glyphosate, as
12 described above, were known to Defendants, or were scientifically knowable to
13 Defendants through appropriate research and testing by known methods, at the time
14 they distributed, supplied, or sold the products, and were not known to end users and
15 consumers such as Mrs. Rawson.
16
17

18 131. Defendants knew or should have known that their products created
19 significant risks of serious bodily harm to consumers, as alleged herein, and
20 Defendants failed to adequately warn consumers (*i.e.*, the reasonably foreseeable
21 users) of the risks of exposure to their products. Defendants have wrongfully
22 concealed information concerning the dangerous nature of Roundup and its active
23 ingredient glyphosate and, further, have made false and/or misleading statements
24 concerning the safety of Roundup products and glyphosate.
25
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1 132. At all relevant times, Defendants' Roundup products reached the
2 intended consumers, handlers, and users or other persons coming into contact with
3 these products in California and throughout the United States, including Mrs.
4 Rawson, without substantial change in their condition as designed, manufactured,
5 sold, distributed, labeled, and marketed by Defendants.
6

7
8 133. Mrs. Rawson was exposed to Defendants' Roundup products without
9 knowledge of their dangerous characteristics.

10 134. At all relevant times, Mrs. Rawson used and/or was exposed to the use
11 of Defendants' Roundup products while using them for their intended or reasonably
12 foreseeable purposes, without knowledge of their dangerous characteristics.
13

14 135. Mrs. Rawson could not have reasonably discovered the defects and
15 risks associated with Roundup or glyphosate-containing products prior to or at the
16 time of Plaintiffs exposure. Mrs. Rawson relied upon the skill, superior knowledge,
17 and judgment of Defendants to know about and disclose serious health risks
18 associated with using Defendants' products.
19

20 136. Defendants knew or should have known that the minimal warnings
21 disseminated with their Roundup products were inadequate, failed to communicate
22 adequate information on the dangers and safe use/exposure of the products, and
23 failed to communicate warnings and instructions that were appropriate and adequate
24 to render the products safe for their ordinary, intended, and reasonably foreseeable
25 uses, including agricultural and horticultural applications.
26
27
28

1 137. The information that Defendants *did* provide or communicate failed to
2 contain relevant warnings, hazards, and precautions that would have enabled
3 consumers such as Mrs. Rawson to utilize the products safely and with adequate
4 protection. Instead, Defendants disseminated information that was inaccurate, false,
5 and misleading and that failed to communicate accurately or adequately the
6 comparative severity, duration, and extent of the risk of injuries with use of and/or
7 exposure to Roundup and glyphosate. Defendants continued to aggressively
8 promote the efficacy of their products even after they knew or should have known of
9 the unreasonable risks from use or exposure, and concealed, downplayed, or
10 otherwise suppressed through aggressive marketing and promotion any information
11 or research about the risks and dangers of exposure to Roundup and glyphosate.
12

13 138. This alleged failure to warn is not limited to the information contained
14 on Roundup's labeling. The Defendants were able, in accord with federal law, to
15 comply with California law by disclosing the known risks associated with Roundup
16 through other non-labeling mediums, *i.e.*, promotion, advertisements, public service
17 announcements, and/or public information sources. But the Defendants did not
18 disclose these known risks through any medium.
19

20 139. To this day, Defendants have failed to adequately and accurately warn
21 of the risks of cancer associated with the use of and exposure to Roundup and its
22 active ingredient glyphosate.
23
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1 140. As a result of their inadequate warnings, Defendants' Roundup
2 products were defective and unreasonably dangerous when they left the possession
3 and/or control of Defendants, were distributed by Defendants, and were used by
4 Mrs. Rawson.
5

6 141. Defendants are liable to Mrs. Rawson for injuries caused by their
7 negligent or willful failure, as described above, to provide adequate warnings or
8 other clinically relevant information and data regarding (i) the appropriate use of
9 their products and (ii) the risks associated with the use of or exposure to Roundup
10 and glyphosate.
11
12

13 142. Had Defendants provided adequate warnings and instructions and
14 properly disclosed and disseminated the risks associated with their Roundup
15 products, Mrs. Rawson could have avoided the risk of developing injuries and/or
16 could have obtained or used alternative herbicides.
17

18 143. As a direct and proximate result of Defendants' placing defective
19 Roundup products into the stream of commerce, Mrs. Rawson was injured and has
20 sustained pecuniary loss and general damages in a sum exceeding the jurisdictional
21 minimum of this Court.
22
23

24 144. As a proximate result of Defendants' placing defective Roundup
25 products into the stream of commerce, as alleged herein, there was a measurable and
26 significant interval of time during which Mrs. Rawson suffered great mental anguish
27 and other personal injury and damages.
28

1 145. As a proximate result of Defendants' placing defective Roundup
2 products into the stream of commerce, as alleged herein, Mrs. Rawson has sustained
3 loss of income and/or loss of earning capacity.
4

5 146. WHEREFORE, Mrs. Rawson respectfully requests this Court to enter
6 judgment in Plaintiff's favor for compensatory and punitive damages, together with
7 interest, costs herein incurred, attorneys' fees, and all such other or further relief as
8 this Court deems just and proper.
9

10 **THIRD CAUSE OF ACTION**
11 **(Negligence)**
12 **(Brought Against All Defendants)**

13 147. Mrs. Rawson realleges and incorporates by reference all preceding
14 paragraphs as though fully set forth herein.
15

16 148. Defendants, directly or indirectly, caused Roundup products to be sold,
17 distributed, packaged, labeled, marketed, promoted, and/or used by Mrs. Rawson.
18 At all relevant times, Defendants registered, researched, manufactured, distributed,
19 marketed and sold Roundup, and other glyphosate-based formulations, within
20 California and aimed at a California consumer and industrial market.
21
22

23 149. At all relevant times, Defendants had a duty to exercise reasonable care
24 in the design, research, manufacture, marketing, advertisement, supply, promotion,
25 packaging, sale, and distribution of Roundup products, including the duty to take all
26
27
28

1 reasonable steps necessary to manufacture, promote, and/or sell a product that was
2 not unreasonably dangerous to consumers and users of the product.
3

4 150. At all relevant times, Defendants had a duty to exercise reasonable care
5 in the marketing, advertisement, and sale of the Roundup products. Defendants'
6 duty of care owed to consumers and the general public included providing accurate,
7 true, and correct information concerning the risks of using Roundup, as well as
8 appropriate, complete, and accurate warnings concerning the potential adverse
9 effects of exposure to Roundup and, in particular, its active ingredient glyphosate.
10
11

12 151. At all relevant times, Defendants knew or, in the exercise of reasonable
13 care, should have known of the hazards and dangers of Roundup and, specifically,
14 the carcinogenic properties of the chemical glyphosate.
15

16 152. Accordingly, at all relevant times, Defendants knew or, in the exercise
17 of reasonable care, should have known that use of or exposure to Roundup products
18 could cause or be associated with Mrs. Rawson's injuries and, thus, created a
19 dangerous and unreasonable risk of injury to the users of these products, including
20 Mrs. Rawson.
21

22 153. Defendants also knew or, in the exercise of reasonable care, should
23 have known that users and consumers of Roundup were unaware of the risks and the
24 magnitude of the risks associated with use of and/or exposure to Roundup and
25 glyphosate-containing products.
26
27
28

1 154. As such, Defendants breached their duty of reasonable care and failed
2 to exercise ordinary care in the design, research, development, manufacture, testing,
3 marketing, supply, promotion, advertisement, packaging, sale, and distribution of
4 Roundup products, in that Defendants: manufactured and produced defective
5 herbicides containing the chemical glyphosate; knew or had reason to know of the
6 defects inherent in its products; knew or had reason to know that a user's or
7 consumer's exposure to the products created a significant risk of harm and
8 unreasonably dangerous side effects; and failed to prevent or adequately warn of
9 these risks and injuries. Indeed, Defendants deliberately refused to test Roundup
10 products because they knew that the chemical posed serious health risks to humans.
11
12

13 155. Defendants were negligent in their promotion of Roundup, outside of
14 the labeling context, by failing to disclose material risk information as part of their
15 promotion and marketing of Roundup, including through the Internet, television,
16 print advertisements, and other media. Nothing prevented Defendants from being
17 honest in their promotional activities and, in fact, Defendants had a duty to disclose
18 the truth about the risks associated with Roundup in their promotional efforts
19 outside of the context of labeling.
20
21
22
23

24 156. Despite having the ability and means to investigate, study, and test the
25 products and to provide adequate warnings, Defendants have failed to do so. Indeed,
26 Defendants have wrongfully concealed information and have further made false
27
28

1 and/or misleading statements concerning the safety of and/or exposure to Roundup
2 and glyphosate.

3
4 157. Defendants' negligence included:

5 a. Manufacturing, producing, promoting, formulating, creating,
6 developing, designing, selling, and/or distributing Roundup products without
7 thorough and adequate pre- and post-market testing;

8
9 b. Manufacturing, producing, promoting, formulating, creating,
10 developing, designing, selling, and/or distributing Roundup while negligently and/or
11 intentionally concealing and failing to disclose (i) the results of trials, tests, and
12 studies of exposure to glyphosate and (ii) the risk of serious harm associated with
13 human use of and exposure to Roundup;

14
15 c. Failing to undertake sufficient studies or conduct necessary tests
16 to determine whether or not Roundup products and glyphosate-containing products
17 were safe for their intended use in agriculture and horticulture;

18
19 d. Failing to use reasonable and prudent care in the design, research,
20 manufacture, and development of Roundup products so as to avoid the risk of
21 serious harm associated with the prevalent use of Roundup/glyphosate as an
22 herbicide;

23
24 e. Failing to design and manufacture Roundup products so as to
25 ensure they were at least as safe and effective as other herbicides on the market;
26
27
28

1 f. Failing to provide adequate instructions, guidelines, and safety
2 precautions to those persons Defendants could reasonably foresee would use or be
3 exposed to Roundup products;
4

5 g. Failing to disclose to Mrs. Rawson, users/consumers, and the
6 general public that use of or exposure to Roundup presented severe risks of cancer
7 and other grave illnesses;
8

9 h. Failing to warn Mrs. Rawson, consumers, and the general public
10 that the risk of harm from Defendants' products was unreasonable and that there
11 were safer and effective alternative herbicides available to Mrs. Rawson and other
12 consumers;
13

14 i. Systematically suppressing or downplaying contrary evidence
15 about the risks, incidence, and prevalence of the side effects of Roundup and
16 glyphosate-containing products;
17

18 j. Representing that their Roundup products were safe for their
19 intended use when, in fact, Defendants knew or should have known the products
20 were not safe for their intended purpose;
21

22 k. Declining to make or propose any changes to Roundup products'
23 labeling or other promotional materials that would alert consumers and the general
24 public of the risks of Roundup and glyphosate;
25

26 l. Advertising, marketing, and recommending the use of the
27 Roundup products, while concealing and failing to disclose or warn of the dangers
28

1 known (by Defendants) to be associated with or caused by the use of or exposure to
2 Roundup and glyphosate;

3 m. Continuing to disseminate information to its consumers, which
4 indicate or imply that Defendants' Roundup products are not unsafe for use in the
5 agricultural and horticultural industries; and
6

7 n. Continuing the manufacture and sale of their products with the
8 knowledge that the products were unreasonably unsafe and dangerous.
9

10 158. Defendants knew and/or should have known that it was foreseeable
11 consumers such as Mrs. Rawson would suffer injuries as a result of Defendants'
12 failure to exercise ordinary care in the manufacturing, marketing, labeling,
13 distribution, and sale of Roundup.
14

15 159. Mrs. Rawson did not know the nature and extent of the injuries that
16 could result from the intended use of and/or exposure to Roundup or its active
17 ingredient glyphosate.
18

19 160. Defendants' negligence was the proximate cause of Mrs. Rawson's
20 injuries (*i.e.*, absent Defendants' negligence, Mrs. Rawson would not have
21 developed cancer).
22

23 161. Defendants' conduct, as described above, was reckless. Defendants
24 regularly risked the lives of consumers and users of their products, including Mrs.
25 Rawson, with full knowledge of the dangers of their products. Defendants have
26 made conscious decisions not to redesign, re-label, warn, or inform the unsuspecting
27
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1 public, including Mrs. Rawson. Defendants' reckless conduct therefore warrants an
2 award of punitive damages.

3
4 162. As a direct and proximate result of Defendants' placing defective
5 Roundup products into the stream of commerce, Mrs. Rawson was injured and has
6 sustained pecuniary loss and general damages in a sum exceeding the jurisdictional
7 minimum of this Court.
8

9 163. As a proximate result of Defendants' placing defective Roundup
10 products into the stream of commerce, as alleged herein, there was a measurable and
11 significant interval of time during which Plaintiff suffered great mental anguish and
12 other personal injury and damages.
13

14 164. As a proximate result of Defendants' placing defective Roundup
15 products into the stream of commerce, as alleged herein, Plaintiff sustained a loss of
16 income and/or loss of earning capacity.
17

18 165. WHEREFORE, Mrs. Rawson respectfully requests that this Court enter
19 judgment in Plaintiff's favor for compensatory and punitive damages, together with
20 interest, costs herein incurred, attorneys' fees, and all such other or further relief as
21 this Court deems just and proper.
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FOURTH CAUSE OF ACTION
(Breach of Express Warranties)
(Brought Against All Defendants)

166. Mrs. Rawson realleges and incorporates by reference all proceeding paragraphs as though fully set forth herein.

167. At all relevant times. Defendant Monsanto engaged in the business of testing, developing, designing, manufacturing, marketing, selling, distributing, and promoting Roundup, products—which are defective and unreasonably dangerous to consumers, including Mrs. Rawson—thereby placing Roundup products into the stream of commerce. These actions were under Defendant Monsanto’s ultimate control and supervision.

168. Defendant Monsanto had a duty to exercise reasonable care in the research, development, design, testing, packaging, manufacture, inspection, labeling, distributing, marketing, promotion, sale, and release of Roundup products, including a duty to:

- a. ensure that its products did not cause the user unreasonably dangerous side effects;
- b. warn of dangerous and potentially fatal side effects; and
- c. disclose adverse material facts, such as the true risks associated with the use of and exposure to Roundup and glyphosate-containing products, when

1 making representations to consumers and the general public, including Mrs.
2 Rawson.

3
4 169. As alleged throughout this pleading, the ability of Defendant Monsanto
5 to properly disclose those risks associated with Roundup is not limited to
6 representations made on the labeling.

7
8 170. At all relevant times, Defendant Monsanto expressly represented and
9 warranted to the purchasers of its products, by and through statements made by
10 Defendant Monsanto in labels, publications, package inserts, and other written
11 materials intended for consumers and the general public, that Roundup products
12 were safe to human health and the environment, effective, fit, and proper for their
13 intended use. Defendant Monsanto advertised, labeled, marketed, and promoted
14 Roundup products, representing the quality to consumers and the public in such a
15 way as to induce their purchase or use, thereby making an express warranty that
16 Roundup products would conform to the representations.

17
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20 171. These express representations include incomplete warnings and
21 instructions that purport, but fail, to include the complete array of risks associated
22 with use of and/or exposure to Roundup and glyphosate. Defendant Monsanto knew
23 and/or should have known that the risks expressly included in Roundup warnings
24 and labels did not and do not accurately or adequately set forth the risks of
25 developing the serious injuries complained of herein. Nevertheless, Defendant
26 Monsanto expressly represented that Roundup products were safe and effective, that
27
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1 they were safe and effective for use by individuals such as Mrs. Rawson, and/or that
2 they were safe and effective as agricultural herbicides.

3
4 172. The representations about Roundup, as set forth herein, contained or
5 constituted affirmations of fact or promises made by the seller to the buyer, which
6 related to the goods and became part of the basis of the bargain, creating an express
7 warranty that the goods would conform to the representations.
8

9 173. Defendant Monsanto placed Roundup products into the stream of
10 commerce for sale and recommended their use to consumers and the public without
11 adequately warning of the true risks of developing the injuries associated with the
12 use of and exposure to Roundup and its active ingredient glyphosate.
13

14 174. Defendant Monsanto breached these warranties because, among other
15 things, Roundup products were defective, dangerous, unfit for use, did not contain
16 labels representing the true and adequate nature of the risks associated with their
17 use, and were not merchantable or safe for their intended, ordinary, and foreseeable
18 use and purpose. Specifically, Defendant Monsanto breached the warranties in the
19 following ways:
20
21

22 a. Defendant Monsanto represented through its labeling, advertising,
23 and marketing materials that Roundup products were safe, and fraudulently withheld
24 and concealed information about the risks of serious injury associated with use of
25 and/or exposure to Roundup and glyphosate by expressly limiting the risks
26 associated with use and/or exposure within its warnings and labels; and
27
28

1 b. Defendant Monsanto represented that Roundup products were
2 safe for use and fraudulently concealed information that demonstrated that
3 glyphosate, the active ingredient in Roundup, had carcinogenic properties and that
4 Roundup products, therefore, were not safer than alternatives available on the
5 market.
6

7
8 175. Mrs. Rawson detrimentally relied on the express warranties and
9 representations of Defendant Monsanto concerning the safety and/or risk profile of
10 Roundup in making a decision to purchase the product. Mrs. Rawson reasonably
11 relied upon Defendant Monsanto to disclose known defects, risks, dangers, and side
12 effects of Roundup and glyphosate. Mrs. Rawson would not have purchased or used
13 Roundup had Defendant Monsanto properly disclosed the risks associated with the
14 product, either through advertising, labeling, or any other form of disclosure.
15

16
17 176. Defendant Monsanto had sole access to material facts concerning the
18 nature of the risks associated with its Roundup products, as expressly stated within
19 their warnings and labels, and knew that consumers and users such as Mrs. Rawson
20 could not have reasonably discovered that the risks expressly included in Roundup
21 warnings and labels were inadequate and inaccurate.
22

23
24 177. Mrs. Rawson had no knowledge of the falsity or incompleteness of
25 Defendant Monsanto's statements and representations concerning Roundup.
26

27 178. Mrs. Rawson used and/or was exposed to Roundup as researched,
28 developed, designed, tested, manufactured, inspected, labeled, distributed,

1 packaged, marketed, promoted, sold, or otherwise released into the stream of
2 commerce by Defendant Monsanto.

3
4 179. Had the warnings, labels, advertisements, or promotional material for
5 Roundup products accurately and adequately set forth the true risks associated with
6 the use of such products, including Mrs. Rawson's injuries, rather than expressly
7 excluding such information and warranting that the products were safe for their
8 intended use, Mrs. Rawson could have avoided the injuries complained of herein.

9
10 180. As a direct and proximate result of Defendant Monsanto's breach of
11 express warranty, Mrs. Rawson has sustained pecuniary loss and general damages in
12 a sum exceeding the jurisdictional minimum of this Court.

13
14 181. As a proximate result of Defendant Monsanto's breach of express
15 warranty, as alleged herein, there was a measurable and significant interval of time
16 during which Mrs. Rawson suffered great mental anguish and other personal injury
17 and damages.

18
19 182. As a proximate result of Defendant Monsanto's breach of express
20 warranty, as alleged herein, Mrs. Rawson sustained a loss of income and/or loss of
21 earning capacity.

22
23 183. WHEREFORE, Mrs. Rawson respectfully requests this Court to enter
24 judgment in Plaintiff's favor for compensatory and punitive damages, together with
25 interest, costs herein incurred, attorneys' fees, and all such other or further relief as
26 this Court deems just and proper.
27
28

FIFTH CAUSE OF ACTION
(Breach of Implied Warranties)
(Brought Against All Defendants)

184. Mrs. Rawson realleges and incorporates by reference all proceeding paragraphs as though fully set forth herein.

185. At all relevant times, Defendant Monsanto engaged in the business of testing, developing, designing, manufacturing, marketing, selling, distributing, and promoting Roundup products, which were and are defective and unreasonably dangerous to consumers, including Mrs. Rawson, thereby placing Roundup products into the stream of commerce.

186. Before the time Mrs. Rawson was exposed to the aforementioned Roundup products, Defendant Monsanto impliedly warranted to its consumers, including Mrs. Rawson, that Roundup products were of merchantable quality and safe and fit for the use for which they were intended: specifically, as agricultural herbicides.

187. But Defendant Monsanto failed to disclose that Roundup has dangerous propensities when used as intended or that use of and/or exposure to Roundup and glyphosate-containing products carries an increased risk of developing severe injuries, including Mrs. Rawson's injuries.

188. Mrs. Rawson was an intended beneficiary of the implied warranties made by Defendant Monsanto to purchasers of its herbicides.

1 189. The Roundup products were expected to, and did in fact, reach
2 consumers and users including Mrs. Rawson without substantial change in the
3 condition in which they were manufactured and sold by Defendant Monsanto.
4

5 190. At all relevant times, Defendant Monsanto was aware that consumers
6 and users of its products, including Mrs. Rawson, would use Roundup products as
7 marketed by Defendant Monsanto (*i.e.*, Mrs. Rawson was a foreseeable user of
8 Roundup).
9

10 191. Defendant Monsanto intended that Roundup products be used in the
11 manner in which Mrs. Rawson, in fact, used them and which Defendant Monsanto
12 impliedly warranted to be of merchantable quality, safe, and fit for this use, despite
13 the fact that Roundup was not adequately tested or researched.
14

15 192. In reliance upon Defendant Monsanto's implied warranty, Mrs.
16 Rawson used Roundup as instructed and labeled and in the foreseeable manner
17 intended, recommended, promoted, and marketed by Defendant Monsanto.
18

19 193. Mrs. Rawson could not have reasonably discovered or known of the
20 risks of serious injury associated with Roundup or glyphosate.
21

22 194. Defendant Monsanto breached its implied warranty to Plaintiff in that
23 Roundup products were not of merchantable quality, safe, or fit for their intended
24 use, or adequately tested. Roundup has dangerous propensities when used as
25 intended and can cause serious injuries, including those injuries complained of
26 herein.
27
28

1 195. The harms caused by Defendant's Roundup products far outweighed
2 their benefits, rendering the products more dangerous than an ordinary consumer or
3 user would expect and more dangerous than alternative products.
4

5 196. As a direct and proximate result of Defendant's breach of implied
6 warranty, Mrs. Rawson has sustained pecuniary loss and general damages in a sum
7 exceeding the jurisdictional minimum of this Court.
8

9 197. As a proximate result of the Defendant's breach of implied warranty, as
10 alleged herein, there was a measurable and significant interval of time during which
11 Mrs. Rawson suffered great mental anguish and other personal injury and damages.
12

13 198. As a proximate result of Defendant's breach of implied warranty, as
14 alleged herein, Mrs. Rawson sustained a loss of income, loss of earning capacity,
15 and property damage.
16

17 199. WHEREFORE, Mrs. Rawson respectfully requests that this Court enter
18 judgment in Plaintiff's favor for compensatory and punitive damages, together with
19 interest, costs herein incurred, attorneys' fees, and all such other or further relief as
20 this Court deems just and proper.
21

22 **PUNITIVE DAMAGES ALLEGATIONS**
23

24 200. Mrs. Rawson realleges and incorporates by reference all proceeding
25 paragraphs as though fully set forth herein.
26

27 201. Defendants' conduct as alleged herein was done with oppression, fraud,
28 and malice. Defendants were fully aware of the safety risks of Roundup.

1 Nonetheless, Defendants deliberately crafted their label, marketing, and promotion
2 to mislead landscapers and other consumers.

3
4 202. This was not done by accident or through some justifiable negligence.
5 Rather, Defendants knew that they could turn a profit by convincing the landscaping
6 industry that Roundup was harmless to humans, and that full disclosure of the true
7 risks of Roundup would limit the amount of money Defendants would make selling
8 Roundup in California. Defendants' goal was accomplished not only through their
9 misleading labeling, but through a comprehensive scheme of selective fraudulent
10 research and testing, misleading advertising, and deceptive omissions as more fully
11 alleged throughout this pleading. Mrs. Rawson was denied the right to make an
12 informed decision about whether to purchase, use, or be exposed to an herbicide
13 while possessing knowledge of the full risks attendant to that use. Such conduct
14 was done with conscious disregard of Mrs. Rawson's rights.

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18 203. There is no indication that Defendants will stop their deceptive and
19 unlawful marketing practices unless they are punished and deterred. In fact,
20 Defendants continue to market Roundup as safe. Accordingly, Mrs. Rawson
21 requests punitive damages against the Defendants for the harms they have caused
22 her and others.
23
24

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays for a judgment against Defendants, and
27 each of them, as follows:
28

1 1. Actual or compensatory damages in such amount to be determined at
2 trial and as provided by applicable law;

3
4 2. Exemplary and punitive damages sufficient to punish and deter the
5 Defendants and others from future fraudulent practices;

6 3. Pre-judgment and post-judgment interest;

7
8 4. Costs including reasonable attorneys' fees, court costs, and other
9 litigation expenses; and

10 5. Such other or further relief as the Court deems just and proper.

11
12 **JURY TRIAL DEMANDED**

13 Plaintiff demands a jury trial on all triable issues.

14
15 **TRANSFER TO MASTER DOCKET**

16 Plaintiff requests transfer to the U.S. Judicial Panel on Multidistrict Litigation
17 Master Docket styled "In Re: Roundup Products Liability Litigation," MDL No.
18 2741, within the Northern District of California, pursuant to the applicable Transfer
19 Order (Dkt. 1, N.D. Cal. Case No. 3:16-md-2741 VCN).
20

21
22 Dated: February 19, 2020

23 REITER GRUBER LLP

24
25 By /s/ Charles D. Reiter

26 Charles D. Reiter

27 Robert H. Gruber

28 *Attorneys for Plaintiff Dona Rawson*